

REMARKS

Claims 1-2, 6-9, 13-15 and 17-27 remain in the application. The actions taken are in the interest of expediting prosecution and with no intention of surrendering any range of equivalents to which Applicants would otherwise be entitled in view of the prior art. Moreover, the amendment or cancellation of claims herein is without prejudice to pursuing claims of different scope by way of continuing Application. Reconsideration of this application is respectfully requested.

U.S.C. 102(e)

Claims 1, 2, 13-15 and 21-27 are rejected under U.S.C. §102(e) as being anticipated by Akhtar et al. (U.S. Patent No. 6,769,000, hereinafter Akhtar). Applicants respectfully traverse this rejection and request reconsideration.

Applicant's independent claims 1, 21 and 25 recite, among other things, a first and second security network controller, the first and second security controllers establishing a security association for selected ones of the pluralities of first and second network elements and subsequently transmit, respectively, the security association to the first and second network elements; and the transmission of the security association to the first and second network elements *occurs dynamically on an as-needed basis* in response to registration of the mobile device in the second network.

Akhtar teaches a communications architecture for enabling IP-based communications between a local service function (LSF) and a network service function (NSF) for managing a mobile node's (MN) subscription and associated profile so that MN is authorized to use the services of LSF (abstract). Akhtar goes on to teach five Security Associations (SA's) that may exist in the context of the taught architecture. The first two SA's, are setup on a permanent basis, while the last three are SA's between a mobile node (MN) and a network element (column 23 line 34 to column 24 line 18).

This contrasts with Applicant's recited claim limitations, where security associations are transmitted to the first and second network elements *dynamically on an as-needed basis* in response to registration of the mobile device in the second network. In Akhtar, the SA's between

network elements are permanent, whereas the SA's between network elements in Applicant's recited limitations are distributed dynamically on an as-needed basis. The non-permanent SA's are between an MN and a network element, which contrasts with the SA's between network elements as claimed by Applicants.

Further, nowhere does Akhtar teach or suggest security controllers. The Authentication and Authorization function (AAA) of FIG.4B cited by the Examiner merely operates to distribute requests for authentication and authorization (column 11 lines 18-21), and does NOT function to establish security associations on a dynamically as-needed basis as recited by Applicants.

Still further, none of the elements in Akhtar maintains a pool of pre-negotiated security associations as recited by Applicants in independent claim 25. While Akhtar teaches pre-configured SA's when an Service Level Agreement (SLA) is established between networks (column 24 lines 26-30), this is NOT the same as pre-negotiating SA's as recited by Applicants because the pre-configured SA's of Akhtar are created when the SLA is created and are already defined, whereas in Applicant's claims, the SA's are actually negotiated as opposed to being pre-defined.

Akhtar teaches dynamically establishing SA's via Internet SA's and Key Management Protocol (column 24 lines 24-30). These are again, merely pre-configured standard Internet Security Associations and are not taken from a pool of pre-negotiated SA's maintained at the security network controller in each network as claimed by Applicants.

Since Akhtar does not teach or suggest each and every element of Applicant's independent claims 1, 21 and 25, Akhtar cannot anticipate Applicant's independent claims. It is respectfully requested that the rejection be withdrawn and the claims proceed to allowance. The dependent claims are believed to be allowable for the same reasons as the independent claims.

U.S.C. 103

Claims 6, 7 and 18 are rejected under U.S.C. §103(a) as being unpatentable over Akhtar in view of Toth et al. (U.S. Patent No. 5,708,655, hereinafter Toth). Claims 8, 9 and 19-20 are rejected under U.S.C. §103(a) as being unpatentable over Akhtar in view of Vilander et al. (U.S. Patent No. 6,553,219) and UMTS Release 1999, 3GPP.

Applicant's respectfully traverse the rejection. Claims 6-9 and 18-20 are dependent claims. For reasons stated above, Akhtar does not teach or suggest elements recited in Applicant's independent claims. Neither Vilander nor UMTS Release 1999 make up for the deficiencies of Akhtar. Hence the combination of references cannot make obvious the above dependent claims. Applicant's respectfully request that the rejection be withdrawn and the claims proceed to allowance.

Prior Art

The references cited but not relied upon are believed not to anticipate or make obvious Applicants' invention.

Summary

No amendment made was related to the statutory requirements of patentability unless expressly stated herein. No amendment made was for the purpose of narrowing the scope of any claim, unless Applicant has argued herein that such amendment was made to distinguish over a particular reference or combination of references.

The Applicants believe that the subject application, as amended, is in condition for allowance. Such action is earnestly solicited by the Applicants.

In the event that the Examiner deems the present application non-allowable, it is requested that the Examiner telephone the Applicant's attorney or agent at the number indicated below so that the prosecution of the present case may be advanced by the clarification of any continuing rejection.

Accordingly, this application is believed to be in proper form for allowance and an early notice of allowance is respectfully requested.

Please charge any fees associated herewith, including extension of time fees, to 502117,
Motorola, Inc.

Respectfully submitted,

DATE: 11/01/2006

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